GENERAL TERMS & CONDITIONS OF SALE — EXPORT

Beorol and Eller brands and private label products (Private Label) — 2026

Version 1.0 · Effective from: 01 Jul 2026 · Document for business partners

1. SCOPE AND APPLICATION

These General Terms & Conditions of Sale govern the conditions for the supply of the Company's products to foreign markets (export): prices, orders, payment terms, delivery parity, market protection, quality and special provisions for private label (PL) products.

The terms apply to all export customers — distributors, wholesalers and PL partners. In case of conflict with an individual contract, the contract prevails; for anything not regulated by the contract, these terms apply. By accepting an offer or placing an order, the customer confirms its agreement with these terms.

2. DEFINITIONS

- PL (Private Label) — a product made to the customer's specification and brand.
- Branded — products under the Company's brands (Beorol and Eller).
- Relabel PL — an existing product on which only the declaration is changed and the customer's brand is embossed/stamped onto the product.
- Full PL — full production to the customer's request: change of element colours (e.g. brush handles, roller end-caps) and change of the product formulation.
- MOQ — minimum order quantity/value (per item and/or per order).
- Incoterms 2020 — international delivery-parity rules (EXW, FCA, CPT, CIP, DAP, DDP).
- L/C — Letter of Credit; BG — bank guarantee.
- Grey / parallel trade — resale of goods outside the agreed territory or channel.

3. PRODUCT RANGE, BRANDS AND CURRENCY

The range covers tools for painting and construction works (rollers, brushes, accessories and other). Export is carried out through two categories: (1) Branded — the Company's brands (Beorol and Eller); (2) PL — the customer's private label. Prices for branded products and the Eller brand are at the same level; special rules apply to PL (Art. 8).

All export prices are quoted and calculated in EUR (€). For deliveries agreed in another currency, the official exchange rate on the date of the proforma invoice applies. Prices do not include transport, insurance and customs-clearance costs unless the delivery parity (Art. 7) expressly provides otherwise.

4. PRICES AND PRICE REVISION

The valid export price list in EUR is the basis for quotations and invoicing of branded products. Prices are valid for the period stated in the price-list header and change only by issuing a new version.

- Currency clause — prices are in EUR; in case of a significant change in the reference-currency rate (over 3%) the Company reserves the right to adjust the proforma-invoiced value.
- Price revision — in case of a material change in raw-material, energy or logistics costs, the price list may be adjusted with 30 days' notice.
- PL prices — formed individually per project and are not published in the price list (Art. 8).

5. ORDERS AND MINIMUM ORDER (MOQ)

Orders are submitted in writing and confirmed by proforma invoice. The following minimum thresholds apply:

Category	Min. order value	Min. per item
Branded (Beorol / Eller)	€ 5,000.00	full transport unit (carton/pallet)
PL — private label	€ 10,000.00	defined min. production batch per item

Orders below MOQ are fulfilled with a surcharge or rejected. Combining items up to a full pallet/container is allowed.

The detailed table of minimum PL

6. PAYMENT TERMS

Payment is made in one of two ways:

- 100% advance before production/dispatch; or
- Deferred payment secured through the Serbian Export Credit and Insurance Agency (AOFI), subject to a prior check of the customer's liquidity and creditworthiness.

7. DELIVERY (INCOTERMS 2020) AND LOGISTICS

- Standard parity — EXW (Company warehouse); risk and costs pass to the customer upon collection of the goods. All other parities (FCA, CPT, CIP, DAP, DDP) require a separate agreement.
- Packaging — palletized; marking and declaration per the requirements of the destination country and language.
- Documentation — invoice, packing list, transport document (CMR/B/L), proof of origin (EUR.1) and other as required by the market.

8. PRIVATE LABEL (PL)

PL is the most sensitive export segment (lower margin, tied-up capacity, confidentiality), so stricter rules apply than for branded products.

- Price — depends on the level of changes to the items: relabel (declaration change and brand stamping only) or full PL (change of element colours and formulation). Formed individually per project and batch.
- MOQ — minimum order €10,000, with defined minimum production quantities for each item.
- Annual plan — the price may exceptionally be more favourable if the customer commits and submits a 12-month purchase plan and undertakes to take over the goods.
- Development and changes — the costs of tools, moulds, colour changes of elements and formulation changes are borne by the customer or amortized through the agreed quantity.
- Design and approval — the design, trademark and declaration are provided by and are the responsibility of the customer; written sign-off is mandatory before production starts.
- No exclusivity — since the brand is the customer's property, there is no exclusivity for PL items; the customer may sell PL products in any territory.
- Take-over obligation on termination — upon termination of cooperation the customer must take over all printed declarations and brand-printed materials; their quantity may not exceed 100% of the item's annual ordered quantity. Everything printed in that brand is invoiced and shipped back to the customer, so that no third-party brand data remains with the Company.
- Confidentiality — PL prices, specifications and quantities are strictly confidential (Art. 13).

9. TERRITORIAL POLICY AND MARKET PROTECTION

- Branded (Beorol / Eller) — the customer may sell only in the agreed territories; sale outside them and resale to other exporters is not allowed.
- PL — the customer may sell PL products in any territory of its choice.
- Price discipline — adherence to recommended price levels and confidentiality of price levels by market (a business secret).

10. QUALITY, COMPLAINTS AND RETURNS

- Quality conforms to the specification/approved sample; the customer must inspect the goods on receipt.
- Complaints are submitted in writing, with documentation and samples — within 8 days of receipt for visible defects, or within a reasonable period for hidden defects.
- Resolution — replacement, credit note or refund; the method is determined by the Company after verification.
- Returns — correctly delivered goods are not returned; PL goods (customer-specific) are not returned under any circumstances.

11. CERTIFICATES AND COMPLIANCE

- Products are accompanied by valid documentation (declarations and safety data sheets where applicable).
- Compliance with the regulations of the destination country (CE, REACH, declaration language, etc.) and obtaining specific permits is the obligation of the customer/distributor, with the Company's support.
- For PL — the customer provides and is responsible for the declaration, composition and compliance with the regulations of the destination market.

12. MARKETING SUPPORT

- Catalogues, samples and POS materials in the agreed scope.
- Co-marketing and participation in promotions of the Company's brand products — with an approved budget and a counter-service (realized turnover).
- Use of the Company's brands strictly per brand guidelines and with prior approval.

13. CONFIDENTIALITY

Price lists, discounts, commercial terms and PL specifications/quantities constitute a business secret. The parties must keep them confidential and not disclose them to third parties; the obligation continues after the cooperation ends. For PL, a separate non-disclosure agreement (NDA) is generally signed.

14. FINAL PROVISIONS

- These terms take effect on 01 Jul 2026 and are valid until a new version is adopted.
- Amendments are adopted by the Company and apply from the date of publication.
- Governing law and jurisdiction — the law of the Republic of Serbia applies; any disputes fall under the jurisdiction of the Commercial Court in Belgrade.
- In the event of force majeure, the parties' obligations are suspended for the duration of the circumstances.
- Annexes — Annex 1: Table of

By accepting an offer or placing an order, the customer confirms that it has read and agrees to these General Terms & Conditions of Sale.

Seller	**Customer**